in him absolutely, and not subject to the mandate of the governor. If the attorney-general is recusant or hostile to the state's interests, the remedy is in impeachment or in legislative aid.

CONTRACTS FOR DISPLAY ADVERTISEMENTS. — Where a landowner agrees for a valuable consideration to allow the display of a sign upon his premises, an important question arises as to the nature of the right thus created. Three lines of reasoning have been suggested by the cases which have arisen: that the agreement constitutes a lease;[1] that it amounts only to a license;[2] and that it gives rise to an easement. The last view is expressed in a recent decision of the Kentucky Court of Appeals. *Levy* v. *Louisville Gunning System*, 89 S. W. Rep. 528.

A permissive occupation conferring a legal possession is essential to the relation of landlord and tenant.[3] A licensee, however, need not be and ordinarily is not in possession, but has the right to do an act or a series of acts on the land of his licensor.[4] An advertiser does not acquire possession of the wall whereon his advertisement is posted, but simply gains a right to do certain acts on the land of another. Where this right is created by oral agreement, his position is that of a licensee. His right, therefore, is subject to be revoked at the pleasure of his licensor, though, where the license is founded on a valuable consideration and is given for a definite period, a premature revocation would give rise to a right of action for breach of contract.[5] As a license is terminated by any act of the licensor showing an intention to revoke, a subsequent conveyance of any interest in the property inconsistent with the continued enjoyment of the licensee's right would amount to a revocation.[6] Where, however, the agreement is under seal, the only square decision on the subject is to the effect that a right in gross is created in the nature of an easement,[7] which is irrevocable by the grantor, is good against his subsequent grantee or lessee, and will be protected from interruption by a court of equity.[8] Where the agreement is in writing not under seal, the advertiser acquires only the rights of a licensee, according to the present weight of authority. It is submitted, however, that the agreement is valid as a contract to grant an easement and should be specifically enforceable in equity,[9] — at least in jurisdictions which recognize easements in gross.

In any event, whether easement or license, the grant of such a right by the lessee of premises would not be a breach of his covenant not to sub-let.[10] But where a lessee with such a covenant leased the roof of a building together with the right to maintain a sign thereon, the parties manifestly created the relation of sub-lessee in violation of the covenant.[11] So, where

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1 Snyder *v.* Hersberg, 11 Phila. (Pa.) 200.
2 Wilson *v.* Travener, [1901] 1 Ch. 578; and see Reynolds *v.* Van Beuren, 155 N. Y. 120.
3 See Jones, Landlord & Tenant, § 40.
4 See Cook *v.* Stearns, 11 Mass. 533; Jones, Landlord & Tenant, § 36.
5 Kerrison *v.* Smith, [1897] 2 Q. B. 445.
6 Eckerson *v.* Crippen, 110 N. Y. 585.
7 Willoughby *v.* Lawrence, 116 Ill. 11.
8 Gunning Co. *v.* Cusack, 50 Ill. App. 290.
9 See Gunning Co. *v.* Cusack, *supra*; Witherell *v.* Brobst, 23 Ia. 586.
10 Lowell *v.* Strahan, 145 Mass. 1.
11 See Gude Co. *v.* Farley, 28 N. Y. Misc. 184.

an advertiser who has acquired for a term of years such an easement as in the present case, fails to paint out or remove his sign at the end of his term, he is not liable for rent as a tenant holding over.[12] And since there can be no recovery quasi-contractually for the use and occupation of land unless the relation of landlord and tenant exists, it would seem that the landowner could not recover in such a situation.[13]

CAUSES OF ACTION ARISING FROM LAUDATORY WORDS. — Whether the substance of a publication which forms the subject-matter of a libel suit is laudatory or disparaging, true or false, is immaterial where the plaintiff's only complaint is that words, the utterance of which brings him into ridicule or contempt, have been falsely attributed to him; to make a person the spokesman of an interview,[1] or to affix his signature to an advertisement or poster full of self-praise and derogation of others, may, in effect, brand him as a braggart or a vilifier. Nor is it material that the publication only covertly suggests its emanation from the plaintiff without in words asserting his authorship,[2] if its position or the style of its composition makes plain the invidious implication. So, when in a case lately decided in Louisiana, it was alleged that a newspaper, knowing that the plaintiff's fellow physicians and the public viewed self-assertion and advertising as highly unprofessional, maliciously and with intent to injure the plaintiff published a laudatory account of a fabulous cure said to have been effected by him, the court properly held that the petition set forth a cause of action based upon the implication that the plaintiff had authorized the article in question. *Martin* v. *Nicholson Publishing Co.*, New Orleans Picayune, Jan. 5, 1906 (La. Sup. Ct.).

If this false implication is such as men in general consider disparaging, the offense is against reputation, and the publisher may properly be made to answer for defamation. But the right to reputation is not merely a vague right to the good opinion of the world in general; it is more specifically a right not to be so lowered in the estimation of one's community, one's profession, or even of any single individual, that damage shall result. Lying words or false suggestions that to most men seem laudatory or colorless may be grossly damaging in the eyes of a given group of persons, owing to local conditions, local prejudices, professional codes, or individual caprice. Two instances will illustrate. A defendant, in order to injure the plaintiff, falsely informs the latter's miserly relative that the plaintiff has been guilty of a certain generous act. The relative forthwith disinherits the plaintiff.[3] Another defendant, with like evil intent, publishes in an orthodox village that the plaintiff is a dissenter, whereupon the villagers sedulously avoid his shop.[4] So, to call an enemy a labor-leader, a capitalist, a negro, or a white man might do him injury in some quarters. Where words used with respect to the plaintiff are by common consent damaging, the publisher

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[12] Goldman *v.* N. Y. Advertising Co., 29 N. Y. Misc. 133.

[13] See Keener, Quasi Contracts, 191, 192.

[1] Stewart *v.* Swift Specific Co., 76 Ga. 280; Allen *v.* News Publishing Co., 81 Wis. 120.

[2] Pavesich *v.* New England, etc., Co., 122 Ga. 190.

[3] See Kelly *v.* Partington, 5 B. & Ad. 645, 648.

[4] See Odgers, Libel and Slander, 3rd ed., 97; Gough *v.* Goldsmith, 44 Wis. 262.